

RECORDATION NO. 7629 ^A Filed & Recorded

SEP 18 1974 - 10 30 AM

INTERSTATE COMMERCE COMMISSION
AMENDMENT AGREEMENT

dated as of September 10, 1974, between LA SALLE NATIONAL BANK (hereinafter called the Trustee) and GENERAL AMERICAN TRANSPORTATION CORPORATION (hereinafter called the Company).

WHEREAS the Trustee and the Company have entered into an Equipment Trust Agreement dated as of September 1, 1974 (hereinafter called the Agreement);

WHEREAS the Agreement has been filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on September 3, 1974, at 11:15 a.m., and assigned recordation number 7629; and

WHEREAS the parties hereto now desire to amend the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Section 2.01 of the Agreement is hereby amended to substitute for the definition of Letter of Credit contained therein the following definition:

"Letter of Credit shall mean a clean irrevocable credit issued by a bank or trust company organized and doing business under the laws of the United States of America or any State thereof having capital and surplus aggregating at least \$400,000,000."

2. Section 5.07 of the Model Provisions (as defined in the Agreement), which is incorporated in the Agreement as Section 5.07 thereof (with the amendments set forth in the Agreement), is hereby amended to substitute for the third and fourth paragraph thereof the following:

"At the time of delivery of any Request pursuant to the first paragraph of this Section, the Company shall, if cash is to be paid and/or a Letter of Credit issued to the Trustee in respect of the Trust Equipment to be assigned or transferred by the Trustee, deliver to the Trustee papers corresponding to those set forth in the second paragraph of this Section, with such appropriate modifications as may be approved by the Trustee."

"Any Letter of Credit or cash deposited with the Trustee pursuant to this Section 5.07 or Section 5.08 shall, from time to time, be released or paid over by the Trustee to the Company upon Request, against conveyance to the Trustee of units of Equipment having a Value, as of the date of said Request, not less than the amount of such Letter of Credit or cash so released or paid, and upon delivery to the Trustee of papers corresponding to those set forth in the second paragraph of this Section 5.07, with such appropriate modifications as may be approved by the Trustee."

3. Section 5.08 of the Agreement is hereby amended to read as follows:

"Section 5.08. Maintenance of Equipment; Casualty Occurrences. Section 5.08 of the Model Provisions is hereby amended to substitute for the first paragraph thereof the following:

"The Company agrees that it will maintain and keep all the Trust Equipment in good order and proper repair at its own cost and expense, unless and until it becomes worn out, unsuitable for use, lost or destroyed (hereinafter called a Casualty Occurrence). Whenever any unit of the

Trust Equipment shall suffer a Casualty Occurrence the Company shall, within 30 days after it shall have been informed of such Casualty Occurrence, deliver to the Trustee an Officers' Certificate describing such Trust Equipment and stating the Value thereof as of the date of such Casualty Occurrence. When the total Value of all units of the Trust Equipment having suffered a Casualty Occurrence (exclusive of units having suffered a Casualty Occurrence in respect of which a payment shall have been made to the Trustee pursuant to this Section) shall exceed \$200,000 (or such lesser amount as the Company may elect), the Company, within 30 days of such event, shall deposit with the Trustee an amount in cash and/or shall cause to be issued to the Trustee a Letter of Credit, aggregating an amount equal to the Value of such units as of the date of the Casualty Occurrence in respect of each thereof. Thereafter, the rights and remedies of the Trustee to enforce or to recover any of the rental payments shall not be affected by reason of such Casualty Occurrence. Any Letter of Credit or cash deposited with the Trustee pursuant to this Section shall be held and applied as provided in the fourth paragraph of Section 5.07.'

Section 5.08 of the Model Provisions, as so amended, is herein incorporated as Section 5.08 hereof."

4. Article Five of the Agreement is hereby amended by adding a new Section 5.11 as follows:

"Section 5.11. Letters of Credit. Any Letter of Credit deposited with the Trustee pursuant to Section 5.07 or 5.08 hereof shall upon its expiration or other termination or upon Request, as the case may be, be released by the Trustee to the Company against (i) conveyance to the Trustee of units of Equipment having a Value, as of the date of such termination or Request, not less than the amount of the Letter of Credit to be released and upon delivery to the Trustee of papers as provided in the second paragraph of Section 5.07 hereof or (ii) deposit with the Trustee of cash or another Letter of Credit in like amount as the Letter of Credit to be released. In the event that any Letter of Credit shall expire, terminate, be or become uncollectible or unenforceable, or if the Trustee shall be unable to draw on any Letter of

Credit the full amount thereof, the Trustee shall release such Letter of Credit to the Company, and the Company shall convey units of Equipment and/or deposit with the Trustee cash or another Letter of Credit, as aforesaid."

5. Section 7.01 of the Model Provisions, which is incorporated in the Agreement as Section 7.01 thereof, is hereby amended by substituting for the first sentence thereof the following:

"The Company guarantees that the holder of each of the Trust Certificates shall receive the principal amount thereof and premium, if any, thereon, in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts, when and as the same shall become due and payable, in accordance with the provisions thereof or of this Agreement (and, if not so paid, with interest thereon until paid at the Penalty Rate, to the extent legally enforceable), and shall receive dividends thereon in like money at the rate specified therein, at the times and place and otherwise as expressed in the Trust Certificates and this Agreement (and, if not so paid, with interest thereon until paid at the Penalty Rate, to the extent legally enforceable); and the Company agrees to endorse upon each of the Trust Certificates, at or before the issuance and delivery thereof by the Trustee, its guaranty of the prompt payment of the principal thereof and of the premium, if any, and dividends thereon, in substantially the form herein set forth."

6. The Company will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Section 7.05 of the Agreement.

7. Except as amended hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective

corporate seals, duly attested, to be hereunto affixed
as of the day and year first above written.

LA SALLE NATIONAL BANK,
Trustee,

And by Eugene L. May
Vice President

[Corporate Seal]

Attest: Al Bell
Assistant Secretary

GENERAL AMERICAN TRANSPORTATION
CORPORATION,

by Eugene L. May
Vice President

[Corporate Seal]

Attest: Jean Wiener
Assistant Secretary

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 11th day of Sept 1974, before me personally appeared Eugene J. Mayhew, to me personally known, who being by me duly sworn, says that he is Vice President of LA SALLE NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rebecca Bailey
Notary Public

[Notarial Seal]

My Commission expires *May 28, 1975*

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this *11th* day of *September*, 1974, before me personally appeared **GEORGE W. ROTHSCHILD**, to me personally known, who being by me duly sworn, says that he is

Vice President of GENERAL AMERICAN TRANSPORTATION CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Fannie Mae Taylor

Notary Public

[Notarial Seal]

My Commission expires


My Commission expires Dec. 4, 1976

CONSENT

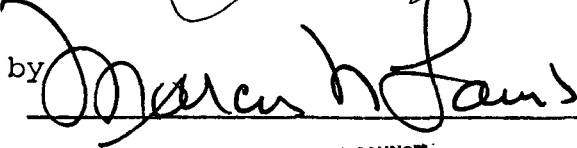
The undersigned hereby consent to the foregoing
Amendment Agreement as of September 10, 1974.

METROPOLITAN LIFE INSURANCE COMPANY,

by


VICE PRESIDENT

by


ASSISTANT GENERAL COUNSEL